COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND, MARCH 12, 2003

COMMONWEALTH OF VIRGINIA, ex rel.

STATE CORPORATION COMMISSION

CASE NO. PUC-2003-00036

Ex Parte: In re: Investigation of revision to Verizon Virginia Inc.'s Network Service Interconnection Tariff S.C.C. Va.-No. 218

ORDER ACCEPTING REVISION FILED FEBRUARY 11, 2003, ON INTERIM BASIS AND REQUESTING COMMENTS

On June 28, 2002, the State Corporation Commission ("Commission") issued an Order Approving Settlement Agreement Filed February 1, 2002, which approved the Network Services Interconnection Tariff ("collocation tariff") of Verizon Virginia Inc. ("Verizon Virginia"), now on file with the Commission's Division of Communications.

On February 11, 2003, Verizon Virginia filed with the Commission's Division of Communications revisions to its collocation tariff, which incorporates similar provisions (i.e., termination of collocation arrangements, implementation of collocation charges, and casualty) to those in the tariff revision filed by Verizon South Inc. ("Verizon South") on

February 11, 2003, in Case No. PUC-2000-00027.[1] Verizon South's tariff revision has been accepted on an interim basis, and comments are presently requested.[2]

Pursuant to 5 VAC 5-20-90 A, the Commission, on its own motion, initiates the above-docketed investigative proceeding to examine revisions to Verizon Virginia's collocation tariff filed with the Division of Communications on February 11, 2003 (hereinafter "February 11, 2003, collocation tariff revision"). The February 11, 2003, collocation tariff revision is to become effective March 13, 2003, and is attached hereto as Exhibit "A."

The Commission finds that Verizon Virginia's February 11, 2003, collocation tariff revision should be approved on an interim basis pending further investigation and comments by all interested parties.

Accordingly, IT IS ORDERED THAT:

(1) Verizon Virginia's February 11, 2003, collocation tariff revision, attached hereto as Exhibit "A," is hereby docketed for further investigation, pursuant to 5 VAC 5-20-90 A, and approved on an interim basis, effective March 13, 2003, subject to refunds of collocation charges and/or modifications

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[1] The Commission issued in Case No. PUC-2000-00027 its Order Accepting Revision Filed February 11, 2003, To Collocation Service Tariff on Interim Basis and Requesting Comments on March 7, 2003.

[2] Id.

in terms and conditions as may be further ordered upon investigation.

(2) Verizon Virginia shall promptly furnish a copy of its February 11, 2003, collocation tariff revision to any person requesting a copy. Requests may be directed to Lydia R. Pulley, Vice President, General Counsel, and Secretary, Verizon Virginia Inc., 600 East Main Street, Suite 1100, Richmond, Virginia 23219-2441.

(3) Any interested party is granted leave to file comments on Verizon Virginia's February 11, 2003, collocation tariff revision on or before April 7, 2003.

(4) This matter is continued generally.

Stephen C. Spencer
Director - Regulatory Virginia

verizon

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STATE CORPORATION COMMISSION
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FEB 11 2003
DIVISION OF COMMUNICATIONS
RICHMOND, VA

February 11, 2003

Virginia State Corporation Commission
Communications Division
Mr. William Irby, Director
9th Floor, Tyler Building
1300 East Main Street
Richmond, Virginia 23219

Dear Mr. Irby:

Attached, in triplicate, for filing with your Honorable Commission are the following tariff pages to become effective March 13, 2003.

NETWORK INTERCONNECTION SERVICES TARIFF, S.C.C.-Va.-No. 218
Section 2, 1st Revised Page 5a
Original Page 5b
Original Page 5c
1st Revised Page 6
2nd Revised Page 11
Original Page 11a
1st Revised Page 12
1st Revised Page 29
Original Page 29a
Original Page 29b
Original Page 29c

This filing is being made to clarify terms and conditions for various aspects of Collocation. Specifically, the following areas are being amended: termination of collocation arrangements, implementation of collocation charges, and casualty.

If you have any questions or require additional information regarding this filing, please contact Joseph Drust on 772-1037.

Very truly yours,

Stephen C. Spencer

Attachment

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

m. Casualty (Cont'd) (C)

(1) (Cont'd)

(c) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the Telephone Company or the CLEC, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Telephone Company-approved contractor and must be approved in advance by the Telephone Company. The Telephone Company reserves the right to discontinue the CLEC’s collocation equipment location or any part thereof under the conditions specified in (2) following.

(d) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Telephone Company may terminate the CLEC’s collocation arrangement immediately.

(2) If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it, then, in any of such events, the Telephone Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, the Telephone Company will provide the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Telephone Company's rights against the CLEC under this tariff prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC, which were on account of any period subsequent to such date shall be returned to the CLEC. (C)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

1. General Regulations (Cont'd)

(D)

(D)

n. Equipment housed in separate Physical, SCOPE or CCOE Collocation arrangements in the same central office may be connected by ordering the appropriate cross-connect to each Collocation arrangement. Cross-connect service provided at the fiber optic level is available only for connection between Collocation arrangements and not in connection with any other service. Dedicated Cable Support (DCS) as defined in G. is also available.

o. The regulations described herein are in addition to other terms and conditions specified in this Tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all applicable fees, rates, charges, application forms and required permits.

p. When ordering unbundled network elements to a Collocation site, customers must provide the Telephone Company with a Letter of Agency (LOA) from the CLEC authorizing the customer to order to their facility. The LOA should include the quantity and type(s) of services authorized.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

3. Application/Site Survey (Cont'd)

e. In the event the Telephone Company determines that the Telephone Company's or any other entity's cable facilities in the Cable Support Structure or the Telephone Company's central office equipment needs rearrangement to accommodate the CLEC's designated facilities, the Telephone Company will notify the CLEC of any charges, in writing, within 30 days of receipt of the CLEC's request for service.

f. The CLEC agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans, and schedules for the Central Office and installation of the CLEC's designated equipment within the Central Office.

4. Implementation of Collocation Charges (C)

a. Receipt of the completed Collocation application and appropriate application fee will determine the order of priority of CLECs’ requests.

b. The Telephone Company shall provide the CLEC with a notice (“Scheduled Completion Notice”) indicating the scheduled completion date (“Scheduled Completion Date”) for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and request the CLEC to schedule and attend a “Collocation Acceptance Meeting” (“CAM”). Collocation charges will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement. (C)

(1) Collection of Non-Recurring Charges

The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with section B.1.h. The balance of the NRCs (“NRC Balance”) will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.

(2) Commencement of Recurring Charges

Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first (“Commencement Date”), and shall continue until terminated pursuant to Section 12.c. (C)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

4. Implementation of Collocation Charges (Cont'd)

b. (Cont'd) (N)

(3) Extension Request

A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 12.c. (N)

c. If the Telephone Company believes the space for the collocation arrangement is needed to satisfy another's CLEC's collocation request prior to the end of the six (6) month extension period, the Telephone Company will notify the original CLEC that its collocation space has been requested by another CLEC. The original CLEC will have up to five (5) business days after the notification to retain the collocation space by notifying the Telephone Company in writing that it desires to keep the space ("Retention Notice"). If the original CLEC retains the collocation space, monthly recurring charges shall commence for the original CLEC thirty (30) calendar days after the original CLEC sends the Retention Notice or when the original CLEC accepts the space, whichever comes first. (C)

(D)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

5. Acceptance and Turnover of Space(s)

a. (Reserved for Future Use) (C)

b. (Reserved for Future Use) (C)

c. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocated Interconnection space, the CLEC must obtain the Telephone Company's written approval of CLEC-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

d. Temporary Staging Area

The CLECs shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the CLEC's equipment installation work in the Collocated Interconnection space. The CLEC is responsible for protecting the Telephone Company's equipment and central office walls and flooring within the staging area and along the staging route. No storing of equipment and materials overnight will be permitted in the staging area(s) and any common space. The CLEC will meet all Telephone Company fire, safety, security, and environmental requirements. The temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of the installation work. The Telephone Company may assess a cleaning charge for failure to comply with this obligation.

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

12. Termination (C)

a. Grounds for Termination by the Telephone Company

Failure by the CLEC to comply with the terms and conditions of this tariff, including nonpayment of rates and charges, may result in termination of collocation service. In addition to the other grounds for termination of collocation services set forth herein, the Telephone Company reserves the right to terminate such services upon thirty (30) calendar days notice in the event the CLEC: (a) is not in conformance with provisions of this tariff or other Telephone Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Telephone Company employees and/or network, or the Telephone Company's ability to provide service to other CLECs. The Telephone Company also reserves the right to terminate such services, without prior notice, in the event the CLEC’s collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of the Telephone Company’s equipment and facilities or to employees located outside the CLEC’s collocation space.

The Telephone Company reserves the right to inspect the CLEC’s collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If the Telephone Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), the Telephone Company reserves the right to terminate the CLEC’s collocation service upon thirty (30) calendar days notice.

If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 12.c. (C)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

12. Termination (Cont'd)

b. Termination by CLEC (N)

A CLEC must notify the Telephone Company in writing of its plans to terminate a collocation arrangement (“CLEC Termination Notice”), and such CLEC termination shall be governed by this Section.

(1) Termination After Completion

If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Telephone Company’s receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 12.c and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section B.4.b. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

(2) Termination Prior to Completion

If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Telephone Company’s receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of “Days” refers to business days measured from the Telephone Company’s receipt of a complete application from the CLEC):

(a) Effective date of CLEC termination on or between Days 1 to 15, CLEC owes 20% of non-recurring charges.

(b) Effective date of CLEC termination on or between Days 16 to 30, CLEC owes 40% of non-recurring charges.

(c) Effective date of CLEC termination on or between Days 31 to 45, CLEC owes 60% of non-recurring charges.

(d) Effective date of CLEC termination on or between Days 46 to 60, CLEC owes 80% of non-recurring charges.

(e) Effective date of CLEC termination after Day 60, CLEC owes 100% of non-recurring charges. (N)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

12. Termination (Cont'd)

b. Termination by CLEC (Cont'd) (N)

(2) Termination Prior to Completion (Cont'd)

If after applying these percentages to NRCs already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by CLEC to the Telephone Company, with any remaining refund amount issued to CLEC. Application fees submitted will not be refunded.

The CLEC Termination Notice must be received by the Telephone Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

c. Effect of Termination

If the Telephone Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply:

(1) Equipment Removal and Monthly Recurring Charges

The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Telephone Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Telephone Company’s option. The CLEC shall reimburse the Telephone Company for all costs it incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC.

The Telephone Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in J. following for the removal and disposal of such equipment.

All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Telephone Company’s discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover. (N)

CLEC COLLOCATED INTERCONNECTION SERVICE

B. REGULATIONS (Cont'd)

12. Termination (Cont'd)

c. Effect of Termination (Cont'd) (N)

(2) Refund of Non-Recurring Charges

If a CLEC or the Telephone Company has terminated a collocation arrangement pursuant to Section 12.a or 12.b and the CLEC (“original CLEC”) has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset (“subsequent CLEC”), the original CLEC will receive a refund from the Telephone Company for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If the Telephone Company uses an asset for which a CLEC paid a non-recurring charge, the Telephone Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating prorated refunds to a CLEC, the Telephone Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Telephone Company, and any remaining refund amount will be issued to the CLEC. Application fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded. (N)